

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ROHM AND HAAS ELECTRONIC
MATERIALS LLC

Plaintiff,

V.

HONEYWELL INTERNATIONAL INC.

Defendant.

Civil Action No. 06-297-GMS

REDACTED VERSION OF DI 79

**DECLARATION OF DANIEL C. MULVENY, ESQ. IN SUPPORT OF
PLAINTIFF ROHM AND HAAS ELECTRONIC MATERIALS LLC'S
MEMORANDUM IN SUPPORT OF ITS
MOTION TO ENFORCE THE SETTLEMENT AGREEMENT**

I, Daniel C. Mulveny, Esq. hereby declare as follows.

1. I am an attorney with Connolly Bove Lodge & Hutz LLP, counsel of record for plaintiff Rohm and Haas Electronic Materials LLC (“Rohm and Haas”) in this action. I make this Declaration in support of plaintiff Rohm and Haas Electronic Materials LLC’s Memorandum in Support of its Motion to Enforce the Settlement Agreement.

2. Attached hereto as Exhibit A is a true and correct copy of the Confidential Settlement Agreement with Mutual Release and Patent License Between Rohm and Haas Electronic Materials LLC and Honeywell International Inc. (“Settlement Agreement”) dated July 17, 2007.

3. Attached hereto as Exhibit B is a true and correct copy of the Settlement Agreement executed by Rohm and Haas and faxed to Honeywell on July 17, 2007.

4. Attached hereto as Exhibit C is a true and correct copy of an email sent from Scott Jacobson to Daniel Mulveny on July 18, 2007 at 10:18 AM.

5. Attached hereto as Exhibit D is a true and correct copy of a letter from Daniel C. Mulveny to Constance Huttner dated June 20, 2007 (without enclosures).

6. Attached hereto as Exhibit E is a true and correct copy of an email sent from Constance Huttner to Daniel Mulveny et al. on July 17, 2007 at 2:43 PM and a true and correct copy of the enclosed draft final settlement agreement.

7. Attached hereto as Exhibit F is a true and correct copy of an email sent from Daniel Mulveny to Constance Huttner et al. on July 17, 2007 at 3:38 PM (without enclosure).

8. Attached hereto as Exhibit G is a true and correct copy of an email sent from Scott Jacobson to Daniel Mulveny et al. on July 17, 2007 at 3:44 PM.

9. Attached hereto as Exhibit H is a true and correct copy of the Draft Term Sheet For Settlement and License Agreement that was sent by Honeywell to Rohm and Haas on or about May 11, 2007.

10. Attached hereto as Exhibit I is a true and correct copy of an email sent from Scott Jacobson to Daniel Mulveny et al. on June 19, 2007 at 9:47 AM, however, the last page is not attached because that page contains sensitive Honeywell information not relevant to present issue.

11. Attached hereto as Exhibit J is a true and correct copy of an email sent from Daniel Mulveny to Constance Huttner et al. on June 22, 2007 at 12:16 PM and a true and correct copy of the enclosed draft patent license agreement. The separate draft settlement agreement is not attached. The patent license agreement and the settlement agreement documents were merged into a single document on or about July 2, 2007.

12. Attached hereto as Exhibit K is a true and correct copy of an email sent from Scott Jacobson to Daniel Mulveny et al. on June 26, 2007 11:54 AM and a true and correct copy of the enclosed draft settlement agreement.

13. Attached hereto as Exhibit L is a true and correct copy of the Ex Parte Reexamination Interview Summary for U.S. Patent App. SN 90/008,359 which is the reexamination of U.S. Patent No. 6,472,128 patent ("the '128 patent") mailed on July 12, 2007.

14. On July 25, 2007, I spoke with Constance Huttner (Honeywell's counsel) on the telephone regarding the status of the settlement of this action. During that conversation, Ms. Huttner stated that Honeywell was of the belief that Rohm and Haas would not be able to recover past damages in the litigation. Ms. Huttner stated that Honeywell was not going to execute the Settlement Agreement. Ms. Huttner further stated that Honeywell would be willing to consider executing the Settlement Agreement if it did not include the provision for the payment of royalties for sales from the beginning of 2006 until mid-2007. I later advised Ms. Huttner by telephone that Rohm and Haas would not renegotiate the Settlement Agreement and that Rohm and Haas would move to enforce the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed at Wilmington, Delaware, on July 31, 2007.

/s/ Daniel C. Mulveny
Daniel C. Mulveny, Esq. (#3984)
CONNOLLY BOVE LODGE & HUTZ LLP
The Nemours Building
1007 North Orange Street
P.O. Box 2207
Wilmington, DE 19899
(302) 658-9141

556299

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Confidential Settlement Agreement with Mutual Release and Patent License Between Rohm and Haas Electronic Materials LLC and Honeywell International Inc. (July 17, 2007).....	A
Faxed Confidential Settlement Agreement with Mutual Release and Patent License Between Rohm and Haas Electronic Materials LLC and Honeywell International Inc. (July 17, 2007) executed by Rohm and Haas	B
Email from Scott Jacobson to Daniel Mulveny (July 18, 2007 10:18 AM).....	C
Letter from Daniel C. Mulveny to Constance Huttner (June 20, 2007) without enclosures	D
Email from Constance Huttner to Daniel Mulveny et al. (July 17, 2007 2:43 PM) and enclosed draft final settlement agreement.....	E
Email from Daniel Mulveny to Constance Huttner et al. (July 17, 2007 3:38 PM) without enclosures	F
Email from Scott Jacobson to Daniel Mulveny et al. (July 17, 2007 3:44 PM)	G
Draft Term Sheet For Settlement and License Agreement	H
Email from Scott Jacobson to Daniel Mulveny et al. (June 19, 2007 9:47 AM), without last page to protect sensitive Honeywell information	I
Email from Daniel Mulveny to Constance Huttner et al. (June 22, 2007 12:16 PM) and enclosed draft patent license agreement but without draft settlement agreement.....	J
Email from Scott Jacobson to Daniel Mulveny et al. (June 26, 2007 11:54 AM) and enclosed draft settlement agreement.....	K
Ex Parte Reexamination Interview Summary for U.S. Patent App. SN 90/008,359 [corresponding to the '128 patent] (July 12, 2007).....	L

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2007, I electronically filed **DECLARATION OF DANIEL C. MULVENY, ESQ. IN SUPPORT OF PLAINTIFF ROHM AND HAAS ELECTRONIC MATERIALS LLC'S MEMORANDUM IN SUPPORT OF ITS MOTION TO ENFORCE THE SETTLEMENT AGREEMENT** with the Clerk of the Court using CM/ECF which will send notification of such filing to the following:

Email & Hand Delivery

James D. Taylor, Jr.
Buchanan Ingersoll & Rooney PC
The Brandywine Building
1000 West Street, Suite 1410
Wilmington, DE 19801

I hereby certify that on July 31, 2007, I have mailed by Federal Express, the document(s) to the following non-registered participant:

Email & FedEx

Constance S. Huttner
Buchanan Ingersoll & Rooney PC
One Chase Manhattan Plaza, 35th Floor
New York, NY 10005-1417

/s/ Rudolf E. Hutz

Rudolf E. Hutz (#484)
Daniel C. Mulveny (#3984)
1007 N. Orange Street
P. O. Box 2207
Wilmington, DE 19899-2207
(302) 658-9141
Attorneys for Plaintiff

Exhibit A

CONFIDENTIAL
SETTLEMENT AGREEMENT

With
MUTUAL RELEASE

And
PATENT LICENSE

Between

ROHM AND HAAS ELECTRONIC MATERIALS LLC

and

HONEYWELL INTERNATIONAL INC.

July 17, 2007

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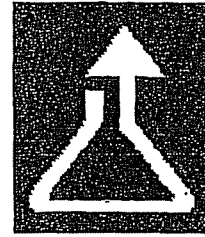
REDACTED

REDACTED

REDACTED

Exhibit B

**ROHM AND HAAS COMPANY
FACSIMILE TRANSMITTAL SHEET
URGENT**



DATE July 17, 2007
TO: Scott Jacobson / Connie Huttner / Don Mulveny
973-455-6199 / 212-440-4401 / 302-661-2331
TELEPHONE NO. OF FACSIMILE MACHINE
FROM: Darryl P. Frickey TELEPHONE NO: 215-592-2886
ROHM AND HAAS COMPANY
Patent Department
100 Independence Mall West
Philadelphia, PA 19106-2399

FACSIMILE TELEPHONE NO. IS (215) 592-2682

NUMBER OF PAGES (Including This Cover Sheet):

REMARKS:

Scott, Connie and Don:

Attached find a copy signed by Dr. Y. Hyon Park on behalf of RHEM LLC. Tomorrow I will FedEx to Scott one (1) signed original. I look forward to receiving the same from Honeywell.

*Thanks,
Darryl*

P.S. - Sorry for the fax but my scanner is not working.

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT NAMED ABOVE. This transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you have received this transmittal in error, any review, dissemination, distribution, or copying of this transmittal or the information which it contains is strictly prohibited. If you have received this transmittal in error, please notify us immediately by telephone and return the original transmittal to us by mail. Thank you.

CONFIDENTIAL
SETTLEMENT AGREEMENT

With

MUTUAL RELEASE

And

PATENT LICENSE

Between

ROHM AND HAAS ELECTRONIC MATERIALS LLC

and

HONEYWELL INTERNATIONAL INC.

July 17, 2007

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Exhibit C

Daniel Mulveny

From: Jacobson, Scott [Scott.Jacobson@Honeywell.com]
Sent: Wednesday, July 18, 2007 10:18 AM
To: Daniel Mulveny
Subject: RE: RHEM - Honeywell

Likely tomorrow. Nance Dicciani, Specialty Materials President, is the person that needs to sign the document. She is currently traveling and I am trying to track her down. Her assistant told me that she will not be able to receive the document today, but I am making arrangements to try and get it to her tomorrow and then get it back to you by tomorrow late afternoon. I have not been able to get her the document yet because of travel schedules. Thanks for your patience, Scott

Scott D. Jacobson
Intellectual Property Counsel, Specialty Materials
Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07962
Building Nichols-4
973-455-2013 (direct)
973-455-6199 (fax)

From: Daniel Mulveny [mailto:DMulveny@cblh.com]
Sent: Wednesday, July 18, 2007 10:10 AM
To: Jacobson, Scott
Subject: RHEM - Honeywell

Scott:

We're trying to set up a teleconference to inform the Court about the settlement this morning. Can you tell me when you expect to get the signed Agreement for Honeywell?

Thanks
Dan

Daniel C. Mulveny
Connolly Bove Lodge & Hutz LLP
The Nemours Building
1007 North Orange Street
Wilmington, DE 19801
(302) 884-6593 direct telephone
(302) 661-2331 telefax

<http://www.cblhlaw.com/>

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7/31/2007

Exhibit D



CONNOLLY BOVE LODGE & HUTZ LLP

ATTORNEYS AT LAW

Daniel C. Mulveny
Associate

TEL (302) 884 6593
FAX (302) 658 5614
EMAIL dmulveny@cblh.com
REPLY TO Wilmington Office

WILMINGTON, DE

The Nemours Building
1007 North Orange St.
P.O. Box 2207
Wilmington, DE 19899
TEL: (302) 658 9141
FAX: (302) 658 5614
WEB: www.cblh.com

20 June 2007

Via FedEx, Copy (without enclosures) by E-Mail

Constance Huttner, Esquire
Buchanan Ingersoll & Rooney PC
One Chase Manhattan Plaza, 35th Floor
New York, New York 10005-1417

Re: *Rohm and Haas v. Honeywell*, CA 06-297-GMS (D. Del.)

Dear Connie:

In view of the parties' inability to reach an agreement regarding an out-of-court settlement of this matter, we request the following.

(1) Production of Documents and Things: Your statement on the telephone today tantamount to: "we will get the documents when we get them," is unacceptable. I renew my demand for the documents to be produced immediately. Rohm and Haas never agreed to permit Honeywell to stop its document production efforts and your suggestion that Rohm and Haas should have objected to Honeywell doing so is baseless. While the settlement discussions were ongoing, Rohm and Haas continued its document collection efforts to comply with the Court's scheduling order in the event settlement could not be completed. Accordingly, enclosed with this letter is the remainder of Rohm and Haas' production to Honeywell (RHEM0020208-31939). A privilege log corresponding to Rohm and Haas' entire production will be produced in due course. In view of your statement that your vendor may need some time, I am willing to provide a reasonable amount of time to complete your production. Thus, all of Honeywell's documents must be produced by **Friday, June 29, 2007**. If Honeywell will not agree to produce its documents by this date, please advise immediately. We will have no choice except to approach the Court.

CONNOLLY BOVE LODGE & HUTZ LLP

Constance Huttner, Esquire
20 June 2007
Page 2 of 3

(2) Fact Depositions: Enclosed please find deposition notices of the following individuals.

Joseph Kennedy
Teri Baldwin
De-Ling Zhou
Dennis Haggard
Paul Apen
Al Gardner

While we designated the depositions to be at our offices in Delaware, we are open to other locations (within reason of course) if Delaware is not convenient for any particular witness. Additionally, we may be willing to change the dates of any particular deposition. However, if any date needs to be changed, you need to notify us immediately and propose concrete dates, keeping in mind the current close of discovery and other deadlines under the Court's scheduling order.

(3) 30(b)(6) Depositions: Enclosed please find a deposition notice pursuant to Fed. R. Civ. P. 30(b)(6).

(4) Subpoena to Intel: Enclosed please find a copy of the subpoena *ad testificandum* and subpoena *duces tecum* and accompanying cover letter that will be served on Intel's registered agent in Delaware tomorrow.

(5) Additional Discovery Requests: Enclosed please find copies of Rohm and Haas' discovery requests served on Honeywell today.

(6) Response to Office Action in Reexamination of U.S. Patent 6472128: As you requested, enclosed please find a copy of the Response that was filed with the USPTO on June 11, 2007.

(7) Honeywell's Reliance on the Advice of Counsel: You mentioned during our telephone conversation today that Honeywell does not intend to produce any opinions of counsel for various reasons (and I told you we disagree with your position). However, you did not say whether Honeywell will be relying on the advice of counsel as a defense to willful infringement. As you are aware, the deadline for Honeywell to inform Rohm and Haas regarding this issue is June 22, 2007. Accordingly, by the deadline, please advise in writing as to whether Honeywell will rely on the advice of counsel, and if so, confirm that Honeywell will not produce any opinions of counsel and all related documents, and state your basis for not doing so. Rohm and Haas will seek to

CONNOLLY BOVE LODGE & HUTZ LLP

Constance Huttner, Esquire
20 June 2007
Page 3 of 3

compel the production of all opinions of counsel that Honeywell will be relying upon, all other opinions on the same subject matter, and all related documents.

If you have any questions relating to these matter, please contact me.

Sincerely,



Daniel C. Mulveny

Enclosures

cc: REH (w/o encl.)
Jim Taylor, Esq. (by hand, w/o encl.)

DCM/vjm
545966_1.DOC

Exhibit E

Daniel Mulveny

From: Huttner, Constance [constance.huttner@bipc.com]
Sent: Tuesday, July 17, 2007 2:43 PM
To: Jacobson, Scott; Daniel Mulveny
Cc: Votava, Shannon M
Attachments: NYC1_GENERAL-#368179-v1-final_settlement_agreement.DOC

Dan here is the draft which includes the language we tentatively agreed upon during our call. assuming honeywell is on board, we should be able to execute today.

Constance S. Huttner
Chair Intellectual Property Litigation
Buchanan, Ingersoll & Rooney P.C.
One Chase Manhattan Plaza
New York, N.Y. 10005-1417
(212) 440-4426
(917) 951-3036 (cell)
constance.huttner@bipc.com

TAX ADVICE DISCLAIMER: Any federal tax advice contained in this communication (including attachments) was not intended or written to be used, and it cannot be used, by you for the purpose of (1) avoiding any penalty that may be imposed by the Internal Revenue Service or (2) promoting, marketing or recommending to another party any transaction or matter addressed herein. If you would like such advice, please contact us.

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If you are not the intended recipient, please advise the sender immediately.

Unauthorized use or distribution is prohibited and may be unlawful.

7/31/2007

CONFIDENTIAL
SETTLEMENT AGREEMENT

With
MUTUAL RELEASE
And
PATENT LICENSE

Between

ROHM AND HAAS ELECTRONIC MATERIALS LLC

and

HONEYWELL INTERNATIONAL INC.

| July 16, 2007

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Inserted: 13

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REDACTED

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REDACTED

Exhibit F

Daniel Mulveny

From: Daniel Mulveny
Sent: Tuesday, July 17, 2007 3:38 PM
To: 'Huttner, Constance'; Jacobson, Scott; dfickey@rohmmaas.com; Votava, Shannon M
Subject: Final RHEM-Honeywell Settlement and Patent License Agreement.DOC
Attachments: Final RHEM-Honeywell Settlement and Patent License Agreement.DOC

Connie, Scott, and Darryl:

Enclosed is the FINAL version based on our teleconf. earlier today and the version Connie sent to me at 2:45p today. I think we're done. Please circulate and if there's no further changes, execute.

Connie, once you hear from Scott that it is to be executed, let's set up a call to Judge Sleet and break the news.

Best regards,
Dan

Daniel C. Mulveny
Connolly Bove Lodge & Hutz LLP
The Nemours Building
1007 North Orange Street
Wilmington, DE 19801
(302) 884-6593 direct telephone
(302) 661-2331 telefax

<http://www.cblhlaw.com/>

7/31/2007

Exhibit G

Daniel Mulveny

From: Jacobson, Scott [Scott.Jacobson@Honeywell.com]
Sent: Tuesday, July 17, 2007 3:44 PM
To: Daniel Mulveny; Huttner, Constance; dfickey@rohmmaas.com; Votava, Shannon M
Subject: RE: Final RHEM-Honeywell Settlement and Patent License Agreement.DOC

Thanks Dan. It looks like we have got this finalized. I will make a final read, and if it is consistent with my expectations, I will circulate for execution. Scott

Scott D. Jacobson
Intellectual Property Counsel, Specialty Materials
Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07962
Building Nichols-4
973-455-2013 (direct)
973-455-6199 (fax)

From: Daniel Mulveny [mailto:DMulveny@cblh.com]
Sent: Tuesday, July 17, 2007 3:38 PM
To: Huttner, Constance; Jacobson, Scott; dfickey@rohmmaas.com; Votava, Shannon M
Subject: Final RHEM-Honeywell Settlement and Patent License Agreement.DOC

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Connie, once you hear from Scott that it is to be executed, let's set up a call to Judge Sleet and break the news.

Best regards,
Dan

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(302) 661-2331 telefax

<http://www.cblhlaw.com/>

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7/31/2007

EXHIBIT H - REDACTED

EXHIBIT I - REDACTED

Exhibit J

Daniel Mulveny

From: Daniel Mulveny
Sent: Friday, June 22, 2007 12:16 PM
To: 'Jacobson, Scott'; Huttner, Constance
Cc: 'Darryl Frickey'
Subject: RHEM - Honeywell – DRAFT Settlement and Patent License and Agreements
Attachments: 537043_3.DOC; 536974_3.DOC

Scott and Connie:

As I stated to Connie yesterday by email, enclosed please find draft settlement and patent licensing agreements for your review. These are drafts and are being sent with the intent to allow the parties to work towards a settlement and are subject to revision, so please review and please contact myself or Darryl with your comments/suggests, etc. so we can work on coming to a resolution to this matter.

If you have any questions, please contact me.

Best regards,
Dan

Daniel C. Mulveny
Connolly Bove Lodge & Hutz LLP
The Nemours Building
1007 North Orange Street
Wilmington, DE 19801
(302) 884-6593 direct telephone
(302) 661-2331 telefax

<http://www.cblhlaw.com/>

7/31/2007

EXHIBIT A

**CONFIDENTIAL
PATENT LICENSE AGREEMENT**

Between

ROHM AND HAAS ELECTRONIC MATERIALS LLC

and

HONEYWELL INTERNATIONAL, INC.

June 22, 2007

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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REDACTED

REDACTED

REDACTED

REDACTED

Exhibit K

Daniel Mulveny

From: Jacobson, Scott [Scott.Jacobson@Honeywell.com]
Sent: Tuesday, June 26, 2007 11:54 AM
To: Darryl Frickey; Daniel Mulveny
Cc: Huttner, Constance; Jacobson, Scott; Votava, Shannon M
Subject: Edits to RHEM License Agmt
Attachments: NYC1_GENERAL-#367630-v1-connie_honeywell_doc (2) (2).DOC

Darryl and Dan, thank you for preparing and sending to us your draft license agmt. Attached please find our edits for your consideration. Hopefully we can conclude this quickly. We look forward to your feedback. Thanks, Scott

7/31/2007

EXHIBIT A

**CONFIDENTIAL
PATENT LICENSE AGREEMENT**

Between

ROHM AND HAAS ELECTRONIC MATERIALS LLC

and

HONEYWELL INTERNATIONAL, INC.

June 22, 2007

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Exhibit L



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address: COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, Virginia 22313-1450
 www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
90/008,359	12/04/2006	6472128		8757

53884 7590 07/12/2007

ROHM AND HAAS ELECTRONIC MATERIALS LLC
 455 FOREST STREET
 MARLBOROUGH, MA 01752

EXAMINER

ART UNIT

PAPER NUMBER

DATE MAILED: 07/12/2007

Please find below and/or attached an Office communication concerning this application or proceeding.



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Alexandria, VA 22313-1450
www.uspto.gov

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(THIRD PARTY REQUESTER'S CORRESPONDENCE ADDRESS)

CONSTANCE S. HUNTER
SKADDEN ARPS SLATE MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK, NY 10036

EX PARTE REEXAMINATION COMMUNICATION TRANSMITTAL FORM

REEXAMINATION CONTROL NO. 90/008,359.

PATENT NO. 6472128.

ART UNIT 3991.

Enclosed is a copy of the latest communication from the United States Patent and Trademark Office in the above identified *ex parte* reexamination proceeding (37 CFR 1.550(f)).

Where this copy is supplied after the reply by requester, 37 CFR 1.535, or the time for filing a reply has passed, no submission on behalf of the *ex parte* reexamination requester will be acknowledged or considered (37 CFR 1.550(g)).

Ex Parte Reexamination Interview Summary	Control No.	
	90/008,359	
	Patent Under Reexamination	
	Examiner	Art Unit
	Stephen J. Stein	3991

All participants (USPTO personnel, patent owner, patent owner's representative):

(1) Stephen J. Stein (Examiner) (3) Peter Corliss (Patent Owner's Representative)

(2) Dwayne Jones (Examiner) (4) Jim Thackeray (Inventor)

Date of Interview: 12 July 2007

Type: a) ☐ Telephonic b) ☐ Video Conference
c) ☒ Personal (copy given to: 1) ☐ patent owner 2) ☒ patent owner's representative)

Exhibit shown or demonstration conducted: d) ☐ Yes e) ☒ No.
If Yes, brief description: _____

Agreement with respect to the claims f) ☐ was reached. g) ☐ was not reached. h) ☒ N/A.
Any other agreement(s) are set forth below under "Description of the general nature of what was agreed to..."

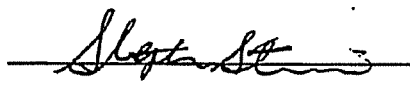
Claim(s) discussed: Amended claims 1-16 and proposed new claims.

Identification of prior art discussed: U.S. 4,863,827 (Jain), U.S. 3,884,702 (Koshimo), U.S. 4,935,320 (Rohde).

Description of the general nature of what was agreed to if an agreement was reached, or any other comments:
See Continuation Sheet.

(A fuller description, if necessary, and a copy of the amendments which the examiner agreed would render the claims patentable, if available, must be attached. Also, where no copy of the amendments that would render the claims patentable is available, a summary thereof must be attached.)

A FORMAL WRITTEN RESPONSE TO THE LAST OFFICE ACTION MUST INCLUDE PATENT OWNER'S STATEMENT OF THE SUBSTANCE OF THE INTERVIEW. (See MPEP § 2281). IF A RESPONSE TO THE LAST OFFICE ACTION HAS ALREADY BEEN FILED, THEN PATENT OWNER IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE TO PROVIDE THE MANDATORY STATEMENT OF THE SUBSTANCE OF THE INTERVIEW (37 CFR 1.560(b)). THE REQUIREMENT FOR PATENT OWNER'S STATEMENT CAN NOT BE WAIVED. EXTENSIONS OF TIME ARE GOVERNED BY 37 CFR 1.550(c).


Examiner's signature, if required

cc: Requester (if third party requester)

Continuation Sheet (PTOL-474)

Reexam Control No. 90/008,359

Continuation of Description of the general nature of what was agreed to if an agreement was reached, or any other comments:

Patent owner requested an interview after filing of an amendment to discuss the amendment and prior art. With regard to the Koshimo and Jain prior art references, patent owner argued that while the references disclosed anthroquinone compounds in the anti-reflective layers, the references did not disclose anthracene. Patent owner further pointed out that anthroquinone is not the same as anthracene. With regard to the Rohde prior art reference, patent owner argued that the Rohde taught only negative acting polyimide while patent owners amended independent claims 1 and 5 require a positive-acting photoresist. Patent owner stated that they would provide evidence to the lack of or difficulty in having positive acting photolithographic polyimides. It was further argued that new independent claim 24 was patentably distinct from Rohde since Rohde disclosed exposing the photolithographic polyimide in the 340nm plus area of the spectrum, while claim 24 requires exposing the photoresist at 248nm. Patent owner finally proposed amending new independent claim 28, to specify that the crosslinking step of the antihalation layer occurs prior to applying the photoresist layer. It was argued that this method was patentably distinct from the method described in Rohde, since in Rohde the cross-linking step occurs after the polyimide film is applied. Patent owner agreed to file this amendment in supplemental amendment and to further flush out the arguments. No agreement to patentability of any of the claims was agreed to.